

BID RESULTS	
AB2014-14 INTERSTATE TRANSPORTATION OF PRISONERS	
BID OPENING DATE: APRIL 24, 2014	
AWARD TWO YEARS; PAGE 44 TO FINANCE FOR LOW BIDDER; REQUIRE 5MM AUTO INSURANCE FOR SEATING CAPACITY OF 16 PASSENGERS AND 1.5MM AUTO INSURANCE FOR SEATING OF 15 OR ESS PASSENGERS	RES#2014-336
NUMBER OF RESPONDENTS	1
NAME OF BIDDER	PTS OF AMERICA LLC
ADDRESS	PO BOX 121591
CITY, STATE, ZIP	NASHVILLE, TN 37210
CONTACT	TANISHA CHEEK
TELEPHONE	866 388 8488
FAX	615 352 9737
E-MAIL	<a href="mailto:TCHEEK@PRISONERTRANSPORT.NET">TCHEEK@PRISONERTRANSPORT.NET</a>
FEDERAL MOTOR CARRIER SAFETY ADMIN CERTIFICATION	1106950 DATED 10/3/2013
IRAN CERTIFICATION	SIGNED AND DATED
NEW JERSEY BUSINESS REGISTRATION	OK
STOCKHOLDER DISCLOSURE	OK
REFERENCES SHERIFF TO REVIEW	INCLUDED
EXHIBIT A	REQUIRED IF AWARDED
EIC	40346 EXPIRES 8/15/14
CERTIFICATE OF INSURANCE	REQUIRED IF AWARDED
EXTEND BEYOND 60 DAYS IN THE EVENT THAT RESOLUTION IS NOT ADOPTED	YES
CONTINUITY OF OPERATION	WILL PROVIDE
<b>BASIS OF AWARD:</b>	
CHARGE PER MILE FOR MALE AND FEMALE MINIMUM \$350.00	\$ 1.00
APPEAR BEFORE JUDGE	CASE BY CASE
PICK UP PRISONER ON GIVEN DATE	CASE BY CASE
PICK UP ON IAD FORM 6	CASE BY CASE
ANY CHARGES THAT MAY OCCUR	CASE BY CASE
EXCEPTIONS	NONE, MULTIPLE MOVE DISCOUNT AT 25%
FATAL FLAW	NO



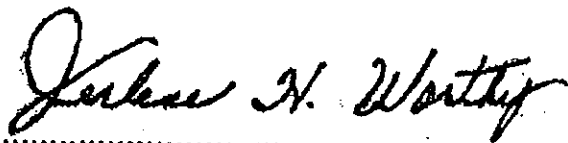
-2-

WHEREAS, the bid of PTS of America, LLC, P.O. Box 121591, Nashville, TN 37210, be awarded for the period of June 29, 2014 through June 28, 2016, in an amount not to exceed \$95,000.00; and,

WHEREAS, the bidder hereinafter designated is the lowest qualified bidder; now, therefore,

BE IT RESOLVED, that the County Executive and Clerk to the Board be and are hereby authorized to execute said contract when presented in a form approved by County Counsel; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward a copy of this Resolution to the Mercer County Sheriff's Office and the Purchasing Agent for further distribution.



.....  
Clerk to the Board

**SPECIFICATIONS TO PROVIDE  
INTERSTATE TRANSPORTATION OF PRISONERS  
FOR A PERIOD OF TWO (2) YEARS FOR  
MERCER COUNTY SHERIFF'S OFFICE  
CONTACT: UNDERSHERIFF PEDRO MEDINA (609) 989-6123**

**SCOPE OF SERVICE**

The Contractor is responsible for providing transportation to and/or from any location in the Continental United States as specified by the Mercer County Sheriff's Office. Contractor will provide necessary transportation, whether by vehicle or air or any other method (commercial or private) for Mercer County fugitives (prisoners) to any location specified by the Mercer County Sheriff's Office.

**GENERAL**

The Contractor shall coordinate duties and responsibilities with the Mercer County Sheriff's Office. Repeated non-conformance of the requirements of the contract may result in termination of the contract if deemed in the best interest of the County to do so. The County shall notify the Contractor of any area in which there is non-conformance. The Contractor shall immediately correct the situation. If the situation or other situations continue to occur, the County may terminate the contract after thirty (30) days notification to the Contractor. The Contractor shall comply with United States Code, Chapter 209, entitled "Extradition Proceedings". Neither the County of Mercer nor its Agencies will be responsible for any action of an employee of the Contractor involved in any criminal activity while actively rendering service to the County of Mercer or another government agency in a similar capacity. Such action shall cause review of the contract and will be grounds to void and vacate the contract.

**BASIS OF AWARD**

Billing to the County shall be on a per trip basis. The Contract shall be awarded to the Contractor with the lowest standard per mile charge. The County will compensate the awarded contractor, at a minimum, \$350.00 per trip.

**CONTRACTOR QUALIFICATIONS**

Services shall be performed by a Contractor regularly engaged in providing similar services. Contractor shall be required to meet the following minimum qualifications. Failure to maintain and meet these requirements shall be cause for rejection of bid or cancellation of the contract. Contractor shall have been in business of transporting prisoners for a minimum of three (3) years. Contractor shall have in place and operational a ground transportation system which operates seven (7) days per week, 365 days per year and available 24 hours per day. Contractor shall provide three (3) references for whom they are currently providing similar services and have used the

Contractor's service for over one hundred (100) moves within the last twelve (12) months.

### **INSURANCE REQUIREMENTS**

Copies of Insurance naming the County of Mercer as an Additional Insured must be submitted annually by the Contractor to the Mercer County Sheriff's Office. Contractor shall carry in general liability insurance to include, but not limited to, coverage for owned, non-owned, and hired automobiles, in compliance with the requirements of the Federal Motor Carrier Safety Administration cited under Rules and Regulations, Part 387.303 (b)(1) as follows:

Minimum liability coverage in the amount of \$5,000,000 per occurrence for any vehicle with a seating capacity of 16 passengers or more.

Minimum liability coverage in the amount of \$1,500,000 per occurrence for any vehicle designed or used to transport 15 passengers or less.

**Contractor shall submit with their bid,** a copy of the vendor's certificate issued by the Federal Motor Carrier Safety Administration, which gives them authority to operate as a common carrier. The Contractor's Certificate shall be current and in good standing.

Contractor shall provide documentation to show how each transportation agent has received complete training in all phases of prisoner transport and should be properly licensed in accordance with all state and federal requirements. A copy of the Training Curriculum is required to be submitted to the Mercer County Sheriff's Office annually.

Contractor shall maintain complete documentation for all prisoners transported, including but not limited to:

- Prisoner Receipt Forms
- Personal Property Control Forms
- Medical Information Forms

### **VEHICLES**

Contractor shall maintain a minimum of ten (10) vans properly equipped to transport prisoners. The vehicles shall be in good operating condition and shall be the Contractor's responsibility. Contractor shall provide vehicle registration as proof of ownership upon request by the County.

Vans shall be modified to:

- Separate and secure safely the driving team from the prisoners.

- Doors and windows unable to be opened from the inside of the prisoner compartment.
- Welded steel screens covering windows.
- Vans shall be equipped with some form of mobile communications.
- Operational heater and air conditioning for the entire vehicle.
- Vans shall be compartmentalized to separate male and female prisoners.

### **IDENTIFICATION**

All employees of the Contractor involved in the pickup and transportation of prisoner(s) shall be required to dress in a professional manner. The employees shall be required to wear a uniform bearing the company logo. "Street/casual clothes" (ex. Jeans, t-shirt with logos, sandals, etc.) shall not be acceptable. The holding authority may not release the prisoner if proper attire is not worn by the Contractor's employees. If this occurs, the Contractor shall not be compensated for the trip.

### **TRANSPORTATION/NOTIFICATION**

Contractor shall provide transportation of one or more prisoners to and from any location throughout the United States, upon notification by the Mercer County Sheriff's Office. The Mercer County Sheriff's Office shall notify the Contractor seventy-two (72) hours prior to the desired pickup time, excluding holidays and weekends. The Mercer County Sheriff's Office shall notify the holding agency that the Contractor is the designated agent to transport the prisoner.

### **SECURITY/CONTROL/ACCEPTANCE**

Contractor shall provide a minimum of two (2) transporting agents for all modes of transportation. At least one shall be female when transporting a female prisoner. Shall separate male and female prisoners while in transport.

### **SECURITY/CONTROL/ACCEPTANCE**

Contractor shall be responsible for the security and control of prisoners (i.e. restraining devices), in accordance with Mercer County Sheriff's Office policies and procedures, as well as any standard operating procedures established by the Mercer County Sheriff's Office and the private sector.

Restraining devices are to be furnished by the Contractor. Contractor shall only accept custody of prisoners from employees of the Mercer County Sheriff's Office, law enforcement agencies and/or authorized agents designated by the Mercer County Sheriff's Office.

In the event of any unusual incident, emergency, or controversial situation, which arises in the performance of this contract, the Contractor shall immediately report same to the Mercer County Sheriff's Office in accordance with the Mercer County Sheriff's Office policies. For purpose of this subparagraph, "unusual incident, emergency or controversial situation" includes but is not limited to, any act of violence or attempted act of violence by a prisoner or any other breach of security, and unusual delay in the transportation of a prisoner, any medical treatment and any refusal of law enforcement agencies to release a prisoner to the Contractor as authorized and directed by the Mercer County Sheriff's Office.

Contractor shall notify the Mercer County Sheriff's Office at least twenty-four (24) hours in advance of the prisoner delivery to the Mercer County Correctional Facility.

Prior to accepting custody of any prisoner, a photograph of the prisoner is to be taken by the Contractor for identification purposes and is to be attached to the prisoner transport order, which contains a complete physical description. This action is to minimize the possibility of a prisoner mix-up at the holding facility and also will provide a complete physical detail in the event of a major incident.

All prisoner luggage shall be searched by Contractor at the holding facility to preclude the concealment of contraband items.

#### **MEALS, LODGING, AND MISCELLANEOUS COSTS**

Contractor shall be responsible for all costs that may occur for its employees and prisoners, excluding medical costs for the prisoner, during the term of the contract.

Three (3) hot meals per twenty-four (24) hours shall be required for the prisoner during transport. Meals from fast-food type restaurants shall be acceptable. Meal times shall closely correspond to typical breakfast, lunch and dinner times as is practically possible during transport. Any delay during transport that results in lodging requirements for prisoner(s) shall be arranged by the Contractor with the appropriate local detention facility. This includes but is not limited to inclement weather and mechanical malfunctions.

All medical costs of prisoners, including the cost of transportation to or from any medical facility shall be paid by the Mercer County Sheriff's Office. The Contractor shall be authorized to obtain emergency and routine medical treatment for prisoners whenever the Contractor deems it is reasonable or necessary. The Contractor shall notify the Mercer County Sheriff's Office of any routine medical treatment within a reasonable time; however, the Contractor shall notify the Mercer County Sheriff's Office immediately of any emergency medical treatment of a prisoner.

### **REFUSAL/UNABLE TO TRANSPORT**

Contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event that the driver refuses to transport any such individual, the Mercer County Sheriff's Office shall be notified immediately, prior to leaving the pickup location and there shall be no charge to the Mercer County Sheriff's Office.

If, upon arrival at the holding facility, the Contractor learns that the prisoner has a contagious disease, which was unknown to the Contractor and the Mercer County Sheriff's Office, the Contractor will immediately contact the Mercer County Sheriff's Office for further instructions, and if the prisoner is transported, this transport will be made in such a manner as to ensure the well being of all other occupants. If the prisoner cannot be transported, the Mercer County Sheriff's Office may be subject to a penalty charge of the amount stated in the Proposal Form.

### **TRAINING**

All employees of the Contractor involved in the pickup and transport of prisoner(s) shall have a police and/or corrections background or have successfully completed a training program, which focused on the proper use of restraining devices, self-defense, etc. necessary to perform the duties specified herein.

It will be the responsibility of the Contractor to submit names of employees and background credentials, which include photographs and fingerprints, to the Mercer County Sheriff's Office for approval after award of contract and to update that information when necessary. Each employee shall be subject to a criminal history check by computer and through the submission of the fingerprints to the New Jersey State Police S.B.I. Unit.

### **MEDICAL CRITERIA FOR TRANSPORTING PRISONERS**

Contractor has the right to refuse to transport persons as indicated by the following paragraph unless a written release is obtained from the medical staff of the holding facility. The release must authorize the transport of the prisoner by motor vehicle and certify that the prisoner's condition does not present a hazard to himself/herself or to any other person during travel or while temporarily incarcerated en-route. The Contractor must obtain this medical release.

Prisoners may be refused transport by the Contractor for the following reasons:

- Communicable disease of any kind
- Critical cardiovascular cases
- Persons who have any medical conditions which in the opinion of the contractor may constitute a hazard to the prisoner, other prisoners or crew members



- Persons with critical wounds
- Females over six months pregnant

Persons with the following medical conditions will be transported provided the requirements of the next paragraph are complied with:

- Persons with continuing but not critical cardiovascular problems
- Epileptics – less than “Grand Mal” patients
- Diabetics
- Females less than six months pregnant

The following procedures must be complied with prior to transporting any persons in the above categories:

- All pertinent medical data shall be recorded on the prisoner receipt form.
- The person must be cleared to travel by medical personnel at the holding facility.
- If no medication, a five day supply must be furnished or a 24 hour supply and a refillable prescription

### **MEDICAL EMERGENCIES**

Should a prisoner become seriously ill while in custody of the Contractor, the transportation crew will summon the necessary assistance immediately or transport the ill person to a medical facility.

### **MILEAGE**

The distance used to establish the fee per trip shall be calculated based on MapQuest from point of pick-up to the Mercer County Correctional Facility. The trip cost shall be discounted 25 percent for multiple inmate pick-ups and drop off at the same location and time.

An itemized quote shall be provided in advance.

Services shall be billed to the County on a per trip basis. Invoices shall include street address of pick-up location and distance calculated as stated above. All bills shall be itemized to explain any extra charges.

### **CANCELLATION**

The Mercer County Sheriff's Office reserves the right to cancel any pick-up request within the first forty-eight (48) hours free of charge.

**OPEN-END CONTRACT AB2014-14  
INTERSTATE TRANSPORTATION OF PRISONERS FOR THE MERCER COUNTY SHERIFF'S  
OFFICE FOR A PERIOD OF TWO (2) YEARS**

THIS AGREEMENT, made this 12<sup>th</sup> day of June in the year of Two Thousand Fourteen, BETWEEN the COUNTY OF MERCER, a body politic of the State of New Jersey, having its principal office located at 640 South Broad Street, in the City of Trenton, County of Mercer and State of New Jersey, hereinafter called the "COUNTY", AND, PTS OF AMERICA, LLC, P.O. BOX 121591, NASHVILLE, TN 32710 for INTERSTATE TRANSPORTATION OF PRISONERS FOR A PERIOD OF TWO (2) YEARS from JUNE 29, 2014 TO JUNE 28, 2016 AND IN THE AMOUNT NOT TO EXCEED \$95,000.00 in accordance with the attached bid proposal.

CHARGE PER MILE FOR MALE AND FEMALE MINIMUM \$350.00	\$ 1.00
APPEAR BEFORE JUDGE	CASE BY CASE
PICK UP PRISONER ON GIVEN DATE	CASE BY CASE
PICK UP ON IAD FORM 6	CASE BY CASE
ANY CHARGES THAT MAY OCCUR	CASE BY CASE
EXCEPTIONS	MULTIPLE MOVE DISCOUNT AT 25%

IT IS understood and agreed that additional terms of this Agreement are to be performed in accordance with the proposal documents and specifications.

It IS further understood that the County of Mercer shall have the right to request mediation if services provided are deemed deficient in any way. An impartial mediator shall be selected by the COUNTY.

THE COUNTY reserves the right, at its option to terminate this contract upon giving thirty (30) days written notice to the CONTRACTOR.

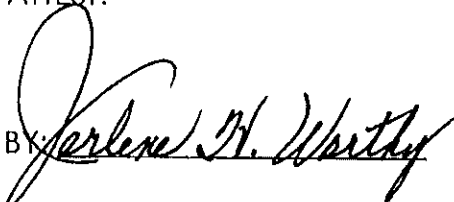
Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

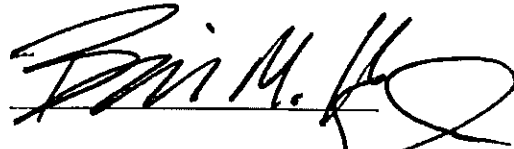
COUNTY OF MERCER

BY:



Jerlene H. Worthy, Clerk  
Board of Chosen Freeholders

BY:

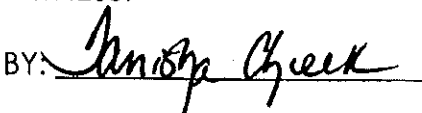


Brian M. Hughes  
County Executive

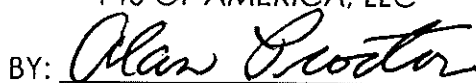
WITNESS:

PTS OF AMERICA, LLC

BY:



BY:



APPROVED AS TO FORM AND EXECUTION

BY:



COUNTY COUNSEL

Arthur R. Sypak Jr.  
Mercer County Counsel